04-07-2003

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01)

04/08/2003 01 FC:85:1

Tab settings ⇒⇒   Tab settings →⇒   Tab setting	482 ▼ ▼ ▼	
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy the reof.	
1. Name of conveying party(ies):	Name and address of receiving party(ies)	
Interprint Acquisitions, LLC	Name: Guaranty Business Credit Internal Corporation	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other _ Indiana Limited Liability ☐ Company  Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No  3. Nature of conveyance: ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other ☐ Other ☐ Execution Date: _ March 12, 2003	☐ Limited Partnership ☐ Corporation-State Delaware ☐ Other If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s):	Additional name(s) & address( es) attached? Yes No	
•	B.T. J.B. (4 B. N. 4)	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
	2486967	
Additional number(s) at	tached 🔲 Yes 🔯 No	
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and registrations involved:	
Name: Orrick Herrington & Sutcliffe LLP	1102	
Internal Address: Att: Kathryn Villalobos	7. Total fee (37 CFR 3.41)\$4000	
No. 12350-28/4577	□ Enclosed	
100 1000 20, 1077	Authorized to be charged to deposit account	
Street Address: 777 S. Figueroa St. #3200	8. Deposit account number:	
City: Los Angeles State: CA Zip: 90017	(Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE	THIS SPACE	
9. Statement and signature.  To the best of my knowledge and belief, the foregoing inform copy of the original document.  Kathryn Villalobos, Legal Specialist	Lylilla	
Name of Person Signing Si		
Total number of pages including cover	ar sheet, attachments, and document:	
Mall documents to be recorded with Commissioner of Patent & Ti 40.00 (P)  Washington,	rademarks, Box Assignments	

#### GRANT OF SECURITY INTEREST

#### **TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of March <u>12</u>, 2003, is executed by INTERPRINT ACQUISITIONS, LLC, an Indiana limited liability company ("Grantor"), in favor of Guaranty Business Credit Corporation ("<u>Lender</u>").

- A. Pursuant to a Loan and Security Agreement dated as of March 12, 2003 (as amended from time to time, the "Loan Agreement") between Grantor and Lender, Lender has agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.
- B. Grantor has adopted, used and is using the trademarks, more particularly described on <u>Schedules 1-A and 1-B</u> annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "<u>Trademarks</u>");
- C. Grantor has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and
- D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

Guaranty Business Credit Corporation 333 South Grand Avenue Suite 1650 Los Angeles, California 90071 Attn: Portfolio Manager

11-1

With a copy to:

Guaranty Business Credit Corporation 8333 Douglas Avenue, Suite 530 Dallas, Texas 75225 Attn: Corporate Counsel

[This Space Intentionally Left Blank]

11-2

DOCSLA1:435542.2 12350-28 RPG

IN WITNESS WHEREOF, Grantor has caused this Assignment to be executed as of the day and year first above written.

INTERPRINT ACQUISITIONS, LLC

By:

Name. Graham C. Weaver

Title: Chairman

II-3

DOCSLA1:435542.2 12350-28 RPG

# ALL-PURPOSE ACKNOWLEDGMENT STATE OF COUNTY OF March 12, 2003, before me, \_\_\_\_\_ Lense Jaham C Weaver personally appeared personally known to me -orproved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. **OPTIONAL** Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. **DESCRIPTION OF ATTACHED DOCUMENT** CAPACITY CLAIMED BY SIGNER Individual Corporate Officer Marconay Title Or Type Of Document Title(s) Partner(s) Limited General Attorney-In-Fact Trustee(s) **Number Of Pages** Guardian/Conservator Other: (MCINMUN Signer is representing:

DOCSLA1:435542.2 123 50-28 RPG

Name Of Person(s) Or Entity(ies)

Interprist Acquistions CLC

TRADEMARK
REEL: 002706 FRAME: 0715

Date Of Document

Signer(s) Other Than Named Above

## SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

## **TRADEMARKS**

<u>Trademark</u>	<u>Jurisdiction</u>	Reg. Date	Reg. No.
Interprint	United States	09/11/01	2486967

## SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

#### TRADEMARK APPLICATIONS

None.

I-B-1

DOCSLA1:435542.2 12350-28 RPG

**RECORDED: 04/07/2003**